# GENERAL SERVICES ADMINISTRATION POBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT

Supplemental Lease Agreement # 2

Date 10/23/12

TO LEASE NO. GS-04B-62345

Address of Premises: 1506 Klondike Road, Sultes 101, 300, 301 and 308 CONYERS, GA 30094-6173

THIS AGREEMENT, made and entered into this date by and between Summit Grove Associates, LLP whose address is 1510 Klondike Road, Suite 200, Conyers, QA 30094-5121

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned coverant and agree that the said Lease is amended, effective upon the Government's execution of this Supplemental Lease Agreement (SLA) 2 to increase the area and annual rent to reflect 548 Rentable Square Feet (RSF)/ 498 ANSI/BOMA office area (ABOA) of expension space to Suite 101.

Paragraphs 1.01 A, 1.03 B, 1.11,1.12 and 1.13 of the Lease GS-048-82345 (GSA Form L201C), executed 08/17/2012 are hereby deleted in their entirety and replaced with the following:

### 1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

A. Office and Related Space: 11,305 RSF, yielding 10,277 ABOA square feet (SF) of office and related Space located on the 1st and 3rd floor(s) and known as Sulte(s) 101, 300, 301, and 306, of the Building, as depicted on the floor plan(s) attached hereto as

## Continued on Page 2 of 2

Except as modified in this Agreement, all terms and conditions of the Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Agreement conflict with any terms and conditions of the Lease or any previous tease agreements, the terms and conditions of this Agreement shall control and govern.

BY BY ASSOCIATED ELD	Tartiles
(Signature)	(Title)
IN THE PRESENCE OF (witnessed by:)  (Signature)	
UNITED STATES OF AMERICA  BY Scott S.  Contracting Officer  General Services Administration	
GSA DQ 68-1176	GSA FORM 276 JUL 67

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#### RENT AND OTHER CONSIDERATION (JUN 2012) 1.03

The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates: A

	FIRM TERM YRS 1-5	SOFT TERM YRS 6-10
	ANNUAL RENT	with a deal rate, and an observed the same of the same
SHELL RENT	\$152,504.45	\$152,504.45
TENANT IMPROVEMENTS RENT	\$ 79,380.96	\$ 0.00
OPERATING COSTS <sup>3</sup>	\$ 52,064.45	\$ 62,064,45
SUILDING SPECIFIC SECURITY	\$ 2,748.73	\$ 0.00
PARKING <sup>5</sup>	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$296,698.58	\$214,568.90

Shell rent (Firm Term) calculation: \$13.49 per RSF multiplied by 11,305 RSF

## PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 9.16 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 11,305 RSF by the total Building space of 123,118 RSF.

#### Real estate tax hase (JUN 2012) 1.12

The Real Estate Tax Base, as defined in the 'Real Estate Tax Adjustment' paragraph of the Lease is \$118,573.11.

# OPERATING COST BASE (AUG 2011) \_\_\_

The parties agree that for the purpose of applying the paragraph titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$5.49 per RSF (\$82,064.45/emnum).

<sup>&</sup>lt;sup>2</sup>The Tenant Improvement Allowance of \$349,795.00 is amortized at a rate of 6.5 percent per annum over 5 years (\$338,043.00 TI and \$11,707.00

Building Specific Security Costs).

Operating Costs rent calculation: \$5.49 per RSF multiplied by 11,305 RSF
Building Specific Security Costs of \$11,707.00 are amortized at a rate of 6.5 percent per annum over 5 years. The cost of the Building Specific Security costs is part of the total Tenant Improvement Figure of \$349,750.00. Parking costs described under sub-paragraph G below

<sup>8.</sup> Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 10,277 ABOA SF based upon the methodology outlined under the "Payment" clause of OSA Form 3517.